

DEPARTMENT OF ARMY
UNITED STATES MEDICAL RESEARCH
ACQUISITION ACTIVITY (USAMRAA)
PERFORMANCE WORK STATEMENT (PWS)
FOR
TELEMEDICINE AND ADVANCED TECHNOLOGY
RESEARCH CENTER (TATRC)

RESEARCH BUSINESS OPERATIONS, MANAGEMENT,
PROJECT MANAGEMENT, SCIENTIFIC, TECHNICAL
AND CLINICAL SUPPORT SERVICES

SECTION C1 – DESCRIPTION OF SERVICES

1.0. BACKGROUND

- 1.0.1. The Telemedicine and Advanced Technology Research Center (TATRC), a subordinate element of the United States Army Research and Materiel Command (USAMRMC), is charged with managing core Research, Development, Test and Evaluation (RDT&E) and congressionally mandated projects in telemedicine and advanced medical technologies.
- 1.0.2. The Government will acquire these services by awarding a single Indefinite Delivery Indefinite Quantity (IDIQ) contract with Firm Fixed price task orders with (1) company for a one (1) year contract.

1.1. SCOPE

- 1.1.1. This performance work statement (PWS) outlines the required services for the following mandatory activities in support of TATRC:
 - 1.1.1.1. Research Business Operations Support Services
 - 1.1.1.2. Senior Management Support Services
 - 1.1.1.3. Senior Research Program Management Support Services
 - 1.1.1.4. Junior Scientific/Technical Support Services
 - 1.1.1.5. Senior Scientific/Technical Support Services
 - 1.1.1.6. Senior Scientific/Technical/Clinical Support Services

The contractor shall perform in support of the TATRC at Ft. Detrick, MD, Frederick, MD, Fort Gordon, Georgia, Marina Del Rey, CA or other off-site locations which will be specified in the individual order.

- 1.2.2. The contractor shall ensure execution of research business operations, management, project management, scientific, technical and clinical support services are performed professionally, efficiently, and in accordance with (IAW) applicable laws, policies and regulations as stated below. It is anticipated that the projects will vary year by year both in terms of numbers and scientific domains. The contractor shall provide the required services with a variety of skill sets similar to the table listed in paragraph 1.1.3. A historical manning chart depicting skill sets is provided.

1.1.3. This is a non-personal services support contract which has been reviewed and contains no services that are inherently governmental functions. The services required under this contract are subject to Organizational Conflict of Interest (OCI) IAW the Federal Acquisition Regulation (FAR) Subpart 9.5, as performance of these services will give the Contractor access to extensive data about contracts and assistance agreements of other contractors that support the TATRC mission.

HISTORIC SKILL SETS PREVIOUSLY REQUIRED
Regulatory Compliance (PhD)
Microbiology (MS)
Medical Education (MA)
Biomedical Engineering (BS and MS)
Business (MBA and BA)
Biology (BS or MS)
Behavioral Health (MS)
Optometrist
Surgeon (MD)
Medical Education (MD, PhD)
Psychiatrist
Genomics/Proteomics (PhD)
Surgeon, Health Care Executive (MD, MBA)
Neuroscientist

1.2. SPECIFIED TASKS

1.2.1. Task Area 1 – Research Business Operations Support Services. The contractor shall provide Research Business Operations Support Services to include the following areas, but not limited to:

1. Financial Management – Provide primary budget support to the TATRC Resource Management division.
2. Contract Management – Provide contract management support to ensure contract/project documentation is complete.
3. Information Technology Program Management – Provide IT support to include programming, help desk, and network support.
4. Public Affairs – Assist with TATRC public affairs to include marketing and liaison to MPMC public affairs.
5. Business Operations – Provide support to the overall core business operations of TATRC.

6. Scientific Writer – Assist with the writing of scientific articles, publications and/or reports.
7. Editor – Assist with the writing, reviewing and editing of scientific articles, publications and/or reports.

1.2.2. Task Area 2 – Senior Management Support Services. The contractor shall provide Senior Management Support Services to include, but not limited to the following activities:

1. Oversee the management infrastructure and support for research organizations.
2. Review complex data and regulatory guidance and develop strategies and plans to comply with regulations.
3. Develop strategic and long range plans and operations.
4. Administrator infrastructure support to include networks, budgets, operations, and facility support.
5. Write complex documents.
6. Prepare and present briefings and plans to the senior Army and DoD managers.

1.2.3. Task Area 3 – Senior Research Project Management Support Services. The contractor shall provide Senior Research Project Management Support Services to include, but not limited to the following activities:

1. Support the management of research projects.
2. Review project-related documents in sufficient detail and become familiar with the research projects.
3. Maintain project files and electronic documentation by keeping the project records updated.
4. Review documentation to determine key milestones and deliverables.
5. Compile data and/or information for use in Congressional Information Papers and other project-related briefings.
6. Be familiar with research projects to assist the Government in responses to congressional inquiries or taskers.
7. Review the science of proposals and reports and present comments to review panels.
8. Provide support to the Grants Officer Representative (GOR) in coordinating, communicating and tracking grant actions.

1.2.4. Task Area 4 – Junior Scientific/Technical Support Services. The contractor shall provide Junior Scientific/Technical Support Services to include, but not limited to the following scientific domains:

1. Medical Robotics.

2. Health Information Technologies.
3. Medical Imaging.
4. Advanced Prosthetics & Human Performance.
5. Computational Biology.
6. Bio-Monitoring Technologies.
7. Medical Simulation and Training Technologies.
8. Acoustic Trauma.
9. Blood Products & Safety
10. Regenerative Medicine.
11. Nano-Medicine & Bio-Materials.
12. Trauma
13. Medical Logistics
14. Infectious Disease
15. Wellness & Training.
16. Neurotrauma.
17. Resilience & Retraining.
18. Psych Health.
19. Genomics and Proteomics
20. Vision

The contractor shall provide Junior Scientific/Technical Support Services to include, but not limited to the following activities:

1. Provide domain expertise
2. Coordinate the efforts of a multi-disciplinary team of government and contract researchers, clinicians, academic experts and consumers to bring all the various projects in their domain together into a cohesive effort. This includes:
 - a. Review research documentation and provide detailed technical written notes.
 - b. Assist the Director, Deputy Director and Chief Scientist on various portfolios and technology roadmaps, within the context of the overall TATRC strategy.
 - c. Assist TATRC staff on National level Standards for specific domains.

1.2.5. Task Area 5- Senior Scientific/Technical Support Services. The contractor shall provide Senior Scientific/Technical Support Services to include, but not limited to the following scientific domains:

1. Medical Robotics.
2. Health Information Technologies.
3. Medical Imaging.
4. Advanced Prosthetics & Human Performance.
5. Computational Biology.
6. Bio-Monitoring Technologies.
7. Medical Simulation and Training Technologies.

8. Acoustic Trauma.
9. Blood Products & Safety
10. Regenerative Medicine.
11. Nano-Medicine & Bio-Materials.
12. Trauma
13. Medical Logistics
14. Infectious Disease
15. Wellness & Training.
16. Neurotrauma.
17. Resilience & Retraining.
18. Psych Health.
19. Genomics and Proteomics
20. Vision

The contractor shall provide Senior Scientific/Technical Support Services to include, but not limited to the following activities:

1. Provide domain expertise
2. Coordinate the efforts of a multi-disciplinary team of government and contract researchers, clinicians, academic experts and consumers to bring all the various projects in their domain together into a cohesive effort. This includes:
 - a. Review research documentation and provide detailed technical written notes.
 - b. Assist the Director, Deputy Director and Chief Scientist on various portfolios and technology roadmaps, within the context of the overall TATRC strategy.
 - c. Assist TATRC staff on National level Standards for specific domains.

1.2.6. Task Area 6 – Senior Scientific/Technical/Clinical Support Services. The contractor shall provide Senior Scientific/Technical/Clinical Support Services to include, but not limited to the following activities:

1. Provide scientific, technical and clinical support to management of research projects or research program areas.
2. Provide clinical subject matter expertise and not participate as a clinical practitioner.
3. Coordinate the efforts of multi-disciplinary team of government and contract researchers, clinicians, academic experts and consumers to bring all the various projects in their domain together into a cohesive effort.
4. Review research proposals and provide detailed technical written reviews and/or scientific articles.
5. Participate in proposal review meetings to provide scientific and management insights into proposals being considered.

6. Advise the Directors, Deputy Directors and Chief Scientists on various portfolios and technology roadmaps, within the context of the overall strategy for that scientific area.
7. Advise MPMC staff on National level Standards for specific domains.

1.3. Estimated Level of Effort and Key Personnel

TASK AREAS	MIN	MAX
Research Business Operations Support Services	1920	17280
Senior Management Support Services	1920	5760
Senior Research Program Management Support Services	1920	5760
Junior Scientific/Technical Support Services	1920	5760
Senior Scientific/Technical Support Services	1920	5760
Senior Scientific/Technical/Clinical Support Services	1920	7680

1.3.2. The contractor shall provide the categories, education, and experience levels for personal staffing proposed as part of their proposal.

1.4. Place of Performance: The contractor shall perform services at Ft. Detrick, MD, Frederick, MD, Fort Gordon, Georgia, Marina Del Rey, CA and other off-site locations as established in the individual orders. The POC for these locations will be the COR.

1.4.1. Some tasks may be performed at any location off-site, but travel to sites and government offices will be required. The place of performance will be specified in each individual task order.

1.4.2. Contractor personnel may telework with written prior approval from the COR.

1.4.3. Telework: Individual contractor personnel shall provide services from their authorized telework worksite location IAW Department of Defense Instructions (DoDI) 1035.01, *Telework Policy*. Contractor shall:

1.4.3.1. Develop, implement and operate telework programs IAW DoDI 1035.01.

1.4.3.2. Delegate authority for telework implementation to subordinate authorities as deemed appropriate.

1.4.3.3. Designate a Program Manager to oversee implementation of the telework program.

1.4.3.4. Track contractor personnel participation and provide usage data to the COR at the end of each calendar year as an Annual Telework Report.

1.4.3.5. Fully trained all telework contractor personnel on the telework procedures including information technology and data security, and safety requirements consistent with the guidance in DoD Directive (DoDD), reference (g) through (j):

1.4.3.5.1. DoDD 8000.01, *Management of the Department of Defense (DoD) Information Enterprise*

1.4.3.5.2. DoDD 8100.02, *Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid (GIG)*

1.4.3.5.3. DoDD 8500.01E, *Information Assurance (IA)*

1.4.3.5.4. DoDD 5400.111, *DoD Privacy Program*

1.4.3.6. Contractor personnel that telework on a regular and recurring basis shall complete a DD Form 2946, DoD Telework Agreement, available on DoD Forms Management Program Website at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

1.4.3.7. Monitor and assess telework implementation to ensure compliance with the Instruction.

1.4.3.8. Time and Attendance: Contractor shall account for and report the teleworkers time spent in the telework status in the same manner as if the employee reported for work at a traditional worksite.

1.4.3.9. Telework and Travel: Contractor shall track teleworkers time spent in a travel mode away from the alternate worksite during a period that is scheduled for telework.

1.5. PERIOD OF PERFORMANCE. The period of performance shall be for a Base Year of 12 months from the date of award. One-time special projects shall be initiated as separate task orders and the period of performance will be specified in the task order. The period of performance shall be within the current period of performance of the contract.

1.6. DUTY HOURS. Contractor personnel shall perform services during regular duty hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal Holidays as listed in paragraph 1.5.3 below or as otherwise specified in individual orders.

Contractor shall implement a system that accurately records hours worked and that is available to the Contracting Officer Representative (COR).

1.6.1. Contractor shall not perform services on those days designated as a Federal Holiday by Federal Status, Executive Order, Presidential Proclamation, or Installation Commander.

1.6.2. Contractor shall not report to work on those days the Government or installation is closed due to inclement weather conditions, national emergencies, energy conservation, or other events requiring installation closure. During these periods of closure, the contractor personnel that are not designated as essential shall not report for work. Telework or work at contractors off-site facilities may be permitted if written justification and approval is granted by the COR in advance.

1.6.3. The following is a list of legal federal holidays that services shall not be performed. Services shall not be performed on any other day declared a federal holiday.

- 1.6.3.1. New Year's Day, January 1st
- 1.6.3.2. Martin Luther King's Birthday, 3rd Monday in January
- 1.6.3.3. President's Day, 3rd Monday in February
- 1.6.3.4. Memorial Day, Last Monday in May
- 1.6.3.5. Independence Day, July 4th
- 1.6.3.6. Labor Day, 1st Monday in September
- 1.6.3.7. Columbus Day, 2nd Monday in October
- 1.6.3.8. Veteran's Day, November 11th
- 1.6.3.9. Thanksgiving Day, 4th Thursday in November
- 1.6.3.10. Christmas Day, December 25th

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

1.6.4. The contractor shall ensure that all contractor personnel are advised of non-disclosure policies as well as restrictions from communicating official business to media outlets. The contractor's employees may be required to sign specific nondisclosure agreements as required by contract.

1.6.5. The contractor shall ensure that all contractor personnel are advised of their

chain of command and who they should contact if they have questions. The Contractor POC and COR will serve as the chain of command for contractor personnel.

1.7. CONTINUITY OF SERVICES. If routine services are disrupted for more than three (3) consecutive shifts, the Government reserves the right to procure such services from another source, until routine services are restored by the Contractor. When the Government exercises its right to procure these services from another source, the Government will reduce the Contractor's invoice at an equivalent amount to that incurred. A copy of the other source's service ticket will be used as the basis for this reduction. The Government will furnish the Contractor a copy of this ticket upon the Contractor's request.

1.8. RELATIONSHIP OF THE PARTIES. This is a nonpersonal service contract. Contractor personnel are not subject to the supervision and control of a Government officer or employee IAW Federal Acquisition Regulation (FAR) 37.104(a)(1)(ii). Rather, contractor personnel perform their duties IAW specific tasks outlined in the PWS. Supervisory functions such as hiring, directing, counseling, and firing of contractor personnel are not performed by the Government. The contractor personnel who furnish services under this contract are subject to Government technical oversight of the services provided. The Government retains the right to reject services for contractual nonperformance.

SECTION C2 – PERFORMANCE REQUIREMENT SUMMARY

2.0. SERVICE DELIVERY SUMMARY

Task	Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance	PWS Paragraph
PRS#1 Research Business Operations Support Services IAW the Performance Work Statement (PWS).	Contractor is responsible for providing business operations support	Final Report of progress.	98% accurate, completed on time (as required).	COR observation	1.2.1

PRS#2 Senior Management Support Services IAW the PWS.	Contractor is responsible for reviewing complex data and regulatory guidance.	Final Report of progress.	98% accurate, completed on time (as required).	COR observation.	
PRS#3 Senior Management Support Services IAW the PWS.	Contractor is responsible for developing strategies and plans to comply with regulations.	Final Report of progress.	98% accurate, completed on time (as required).	COR observation.	
PRS#4 Senior Research Program Management Support Services IAW the PWS.	Contractor is responsible for maintaining project documentation for research grants, contracts and cooperative agreements.	All documentation uploaded/processed within 5 working days of the transaction.	95% compliance	COR observation.	1.2.1
PRS#5 Senior Research Program Management Support Services IAW the PWS.	Contractor is responsible for preparing for project briefings, or gathering data for briefings.	Briefing complete and accurate.	98% accurate, completed on time (as required).	COR observation	1.2.2
PRS#6 Senior Research Program Management Support Services IAW the PWS.	Contractor shall provide management reviews of project documentation.	Detail cost, schedule and performance management issues.	90% accurate within 5 working days of assignment.	COR observation	1.2.2

PRS#7 Senior Research Program Management Support Services IAW the PWS.	Contractor will coordinate meetings and provide support to COR and PI as needed.	All documentation will be available and reviewed 7 working days prior to meetings. Reports from meetings will be provided within 5 working days after meeting.	90% accurate within 5 days of due date.	COR observation	1.2.3
PRS#8 Junior Scientific/ Technical Support IAW the PWS.	Review documentation and provide feedback in a timely manner.	Within 15 calendar days after receipt.	90% of the time.	COR observation	1.2.3
PRS#9 Senior Scientific/ Technical Support IAW the PWS.	Review documentation and provide feedback in a timely manner.	Within 15 calendar days after receipt.	90% of the time.	COR observation	1.2.4
PRS#10 Senior Scientific/ Technical/ Clinical Support IAW the PWS.	Review research proposals and provide detailed technical written reviews.	Within 15 calendar days after receipt.	90% of the time.	COR observation	1.2.4
PRS#11 Written Reports Monthly and Quarterly.	Provide all reports in accordance with PWS	Provide written reports as requested.	90% percent of the time, and scientifically accurate.	COR observation	1.2.5

DELIVERABLES

2.1.1. The contractor shall provide the following deliverables to the COR IAW the below schedule:

2.1.1.1. A draft Quality Control Plan shall be provided with the contractor's competitive proposal. The final Quality Control Plan shall be submitted 10 days after contract award.

2.1.1.2. A draft Staffing and Recruitment plan shall be provided with the contractor's competitive proposal. The final Staffing and Recruitment plan shall be submitted 10 days after contract award, and shall include resumes.

2.1.1.3. A draft Organizational Conflict of Interest (OCI) Mitigation Plan shall be provided with the contractor's competitive proposal. The final OCI plan shall be submitted 10 days after contract award.

2.1.1.4. Monthly Performance and Status reports shall be submitted prior to or in conjunction with the monthly invoices.

2.1.1.5. Quarterly reports are due the 10th day following the end of a quarter.

2.1.2. Quality Assurance Performance Summary. The Government will assess the contractor's performance compliance based on the above table in this section.

SECTION C3 – GOVERNMENT AND CONTRACTOR FURNISHED PROPERTY AND SERVICES

3.1 GOVERNMENT FURNISHED PROPERTY

3.1.1 Government will provide ID badges for contractor. The Government will provide the on-site contractor personnel with access to government designated office space, computer workstations, and other office equipment as necessary for those personnel on site. Government-furnished computer and software will be provided, with appropriate security measures.

3.1.2 The Government will provide off-site contractor personnel with laptop computers. Off site personnel are responsible for the security of all official information and protection of any Government furnished equipment (GFE) and property.

3.1.3 The Government will not reimburse contractor personnel for any operating costs associated with an employee using their personal equipment or residence in performance of duties under this contract.

3.1.4. The Government will provide both technical and Help Desk support to the offsite and telework contractor personnel with Government issues equipment.

3.2. Equipment. Government owned equipment will be provided and identified to perform services under each order issued under this contract.

SECTION C4 - GENERAL INFORMATION

4.1 PERSONNEL REQUIREMENTS.

4.1.1 ENGLISH LANGUAGE REQUIREMENT. Contractor personnel shall be fluent and communicate in the English language, both written and oral communication.

4.2.2 CONFLICT OF INTEREST. The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest. Contractor personnel shall identify any conflict of interest apparent during the performance of their duty.

4.2 SECURITY REQUIREMENTS.

4.2.1 Security. Contractor personnel shall have a favorable or favorably adjudicated National Agency Check (NAC) prior to commencement of work. The contractor shall also perform an inquiry through the National Criminal Investigation Check (NCIC) data base on all contractor employees proposed. The contractor shall provide the results of the preliminary checks to the Contracting Officer and the COR, in writing. For contractor provided space, controlled access to the office space shall be provided to protect GFE.

4.2.2 Provide Qualified Personnel:

4.2.1.1 The Outline of Responsibilities: The Contractor and all Contractor personnel shall possess minimum qualifications as stated in each task required to perform the contract requirements. Contractor personnel shall provide services and work in a professional and courteous manner and abide by applicable USAMRMC/TATRC rules, regulations, and procedures, and present a neat appearance when working at TATRC facilities.

4.2.1.2 National Agency Background Investigation/Security Clearance Requirement. All contractor personnel shall be able to successfully obtain a

National Agency Clearance and Inquiries (NACI) clearance in order to access DOD information networks, systems and databases.

4.2.1.3 Prior to commencement of work, the Contractor shall perform, as a minimum, an inquiry through the NCIC and a credit check through an appropriate credit bureau entity for all contractor employees identified. The Contractor shall notify the Contracting Officer and the COR, in writing, of the results of the preliminary check. Notification shall be given by the Contracting Officer or COR to the contractor to commence work with those individuals who have been cleared. Contract employees shall have a favorable or favorably adjudicated NAC. The check shall be initiated no later than the commencement of work. The necessary paperwork can be accessed at www.dss.mil, please download the Electronic Personnel Security Questionnaire (EPSQ) 2.2 version and fill out Standard Form (SF) 85P, *Questionnaire for Public Trust Positions*.

4.2.3 National Agency Check (NAC) Security Clearance:

The Contractor shall provide a background checks and security clearance for all contractor personnel. The Government will identify the level of Security Clearance required to accomplish the services being performed. The minimum clearance required shall be a NAC clearance. The COR will provide the appropriate security clearance forms to the contractor IAW FAR Clause 52.204-2, *Security Requirement*, Alternate I.

4.2.4 Information Security

4.2.4.1 The Contractor shall retain all data in strictest confidence and prevent the unauthorized duplication, use and disclosure of information. The contractor shall follow DoD, Fort Detrick, MRMC, and TATRC security regulations and procedures. The Contractor shall ensure that all personnel exposed to data that is subject to the Privacy Act of 1974 and Health Insurance Portability and Accountability Act (HIPAA) and are required to take appropriate action to prevent disclosure of this information.

4.2.4.2 All data received, processed, evaluated, loaded and created as a result of this award shall remain the sole property of the Government and shall be returned to the Government at the conclusion of the contract unless the Contracting Officer grants specific exception.

4.2.4.3. Proprietary Information. The contractor is prohibited from appropriation, disclosure, or unauthorized use of proprietary information that is acquired in the execution of this contract.

4.2.4.4. All products including files, software and other information, which are created, produced or developed during the period of performance is the property of the Government and shall be returned unless the Government expressly

grants the Contractor permission to retain the materials for continued development or publication.

4.2.4.5. Non-disclosure Agreements need to be signed by all Contractor employees proposed under this requirement before any work is performed.

4.2.4.6. The Contractor shall provide a background checks and security clearance for all contractor personnel. The Government will identify the level of Security Clearance required to accomplish the services being performed. The minimum clearance required shall be a NAC clearance. The COR will provide the appropriate security clearance forms to the contractor IAW FAR Clause 52.204-2, *Security Requirement*, Alternate I.

4.2.5. Contractor Security Training and Compliance

4.2.5.1. All Contractor employees and subcontractors under this contract are required to complete Department of Army (DA) on-line DoD Information Security Awareness Training Course within 30 days of contract award and once each year thereafter. Contractors shall provide signed certifications of completion to the CO during each year of the contract. This requirement is in addition to any other training that may be required of the contractor and subcontractor(s).

4.2.5.2. Contractor shall ensure that all personnel complete required TATRC, USAMRMC, Medical Command (MEDCOM), DA, and DoD training requirements available at <https://ia.signal.army.mil>.

4.2.6. Contractor Personnel Security: The Contractor shall ensure that contract personnel have met all DA and MRMC training requirements pertaining to the Privacy Act and Personally Identifiable Information (Pii) Training, which are available via the Army internet: http://iase.disa.mil/eta/pii/pii_module/pii_module/index.html and can be completed in approximately one hour each.

4.2.7. PRIVACY AND CONFIDENTIALITY

4.2.7.1. The contractor shall abide by FAR clauses 52.224-1, *Privacy Act Notification* and 52.224-2, *Privacy Act*.

4.2.7.2. The contractor shall abide by FAR clause 52.239-1, *Privacy or Security Safeguards*.

4.2.7.3. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

4.2.7.4. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

4.2.7.5. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

4.3. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) of 1996: The contractor shall abide by all the requirements of HIPPA regarding the privacy and confidentiality of health records and information being provided and shared under the resulting task order. The HIPPA is in accordance with Public Law 104-191 and Code of Federal Regulation (CFR) 45 CFR Parts 160, 162 and 164, as it relates to Privacy and Security Rules.

4.4. RECORDS. The contractor shall be responsible for creating, maintaining, and disposing of only those Government required records which are specifically cited in this PWS or as may be required by the DA. If requested by the Government, the Contractor shall provide the original record or a reproducible copy of any such records within five working days of receipt of the request.

4.5. COMMUNICATION. The contractor shall ensure a contract employee under his/her supervision maintains an open and professional communication with the staff at the DA facilities. Complaints validate by the COR or DA staff shall be reported in writing to the contract administrator and the contractor for action. If the contractor fails to correct validated complaints raised by the COR and CO, it will be considered a failure in performance.

4.6. PERFORMANCE EVALUATION MEETINGS. The CO shall require the contractor or his representative to meet with the CO, contract administrator, COR, and other Government personnel at least quarterly, and as often as deemed necessary. The contractor may request a meeting with the CO when deemed necessary. Meeting will be documented in the contract file with written minutes signed by the contract administrator and the CO. If the contractor does not concur with the minutes, such nonoccurrence shall be provided in writing to the CO within ten (10) calendar days of receipt of the minutes.

4.7. TRAVEL: Contractor may be required to travel to various scientific and DoD meetings, as well as site visits to grant recipients. All travel shall be reimbursed IAW the Joint Travel Regulations (JTR). The contractor shall submit an estimate for travel to the COR for approval 15 days prior to travel to allow the contractor to obtain economical prices for travel. The estimate shall include airline ticket costs, car rental, per diem, registration fees and any costs associated with the travel. The contractor shall provide

a trip report within 10 days after the completion of travel costs and as backup with invoices for reimbursement. All travel costs shall be billed within 30 days after travel is complete unless an approval for later billing is approved by the Government. Request for reimbursement of travel costs may be denied if not billed in a timely manner.

4.8. OTHER DIRECT COSTS (ODCS): The contractor shall identify ODCs in their cost proposal submitted in response to the competitive solicitation. If no ODCs were identified they may not be considered for reimbursement after contract award.